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CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Lease of Seven (7) Factory Police Motorcycles
Specification 08-293**

**Frontier Harley-Davidson, Inc.
205 NW 40th Street
Lincoln, NE 68528**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2008, by and between **Frontier Harley-Davidson, Inc., 205 NW 40th Street, Lincoln, NE 68528** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Lease of Seven (7) Factory Police Motorcycles, Specification 08-293

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

- Lease of 7 motorcycles for two year period - 2009 and 2010
\$5,582.64 per motorcycles or \$39,078.48 a year
- Lease of 7 motorcycles for two year period - 2011 and 2012
\$5,815.44 per motorcycles or \$40,708.08 a year
- Lease of 7 motorcycles for two year period - 2013 and 2014
\$6,230.16 per motorcycles or \$43,611.12 a year

CONTRACT AGREEMENT

In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

The Motorcycles included in this Contract shall be delivered 120 days from date of executed contract.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive Order
No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Frontier Harley-Davidson Inc
Name of Corporation

205 NW 40th St, Lincoln, NE 68518
(Address)

By: Roger J. Uttecht
Duly Authorized Official

General Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Vince Mejer Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email		Contact	Vince M. Mejer Purchasing Agent	Contact
Phone	1 (402) 441-8314			Department Building
Fax	1 (402) 441-6513			Floor/Room
Bid Number	08-293	Department Building		Telephone
Title	Lease of Eight (8) Factory Police Motorcycles			Fax
Bid Type	Bid	Floor/Room		Email
Issue Date	10/16/2008	Telephone	1 (402) 441-8314	
Close Date	11/12/2008 12:00:00 PM CST	Fax	1 (402) 441-6513	
Need by Date		Email	vmejer@lincoln.ne.gov	

Supplier Information

Company: Frontier Harley-Davidson Inc.
 Address: 205 NW 40th Street
 Lincoln, NE 68528
 Contact: Roger Uttecht
 Department:
 Building:
 Floor/Room:
 Telephone: 1 (402) 466-9100
 Fax: 1 (402) 466-9187
 Email: rogeru@frontierhd.com
 Submitted: 11/7/2008 2:41:09 PM CST
 Total: \$141,025.92

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Contact	Name of person submitting this bid:	Roger Uttecht
6	Nebraska Licensed Dealer	My company is a registered dealer in the State of Nebraska meeting the requirements outlined in section 1.4 of the Specifications.	Yes
7	Specification Deviations	I have attached all deviations from the Specifications to the Response Attachments section of the ebid as requested in the Specifications. If no deviations are being made, I will provide a vehicle exactly as specified.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Lease of 8 Factory Police Motorcycles, Lease shall be for 6 years with the motorcycles being replaced every two years with new motorcycles for the term of said lease	\$141,025.92

Manufacturer: Harley-Davidson Manufacturer #: FLHTP Electra Glide

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	8	EA	Lease of 8 Motorcycles, for two year period 2009 and 2010 (Unit price is cost per bike per two year term)	5,582.64

Supplier
Notes:

1.2	8	EA	Lease of 8 Motorcycles, for two year period 2011 and 2012 (Unit price is cost per bike per two year term)	5,815.44
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Notes:

1.3	8	EA	Lease of 8 Motorcycles, for two year period 2013 and 2014 (Unit price is cost per bike per two year term)	6,230.16
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Supplier
Notes:

Response Total:	\$141,025.92
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Specifications for Factory Police Motorcycles

1. INTENT

- 1.1 The intent of this bid is to establish a contract to lease up to Eight (8) Harley-Davidson FLHTP Electra Glide Police Motorcycles, to include all emergency equipment (emergency lighting and siren warning system), and a maintenance contract.
 - 1.1.1 All the above is to be included in a monthly lease per unit cost.
- 1.2 The lease term will be for a period of six (6) years.
- 1.3 The motorcycles shall be new models for each of the two year increments.
 - 1.3.1 Therefore, this contract includes three (3) different model years
- 1.4 The lease shall be as follows:
 - 1.4.1 Lease Periods (to commence approximately April 2009)
 - 1.4.1.1 Eight (8) Police Motorcycles for the years 2009 - 2010
 - 1.4.1.2 Eight (8) Police Motorcycles for the years 2011 - 2012
 - 1.4.1.3 Eight (8) Police Motorcycles for the years 2013 - 2014
- 1.5 Cancellation of Lease
 - 1.5.1 The City of Lincoln reserves the right to CANCEL this lease in its entirety at the end of any two-year model lease cycle.

2. MINIMUM ENGINE REQUIREMENTS

- 2.1 Type: Gasoline
- 2.2 Piston Displacement: minimum of 100 cubic inches
- 2.3 Cooling: Manufacturers maximum
- 2.4 Vibration Dampening: Manufacturers maximum
- 2.5 Power-train: Designed for low maintenance.
 - 2.5.1 Fuel System: Fuel Injected / Five (6) gallon minimum tank size, with reserve capacity
 - 2.5.2 Starter: Electric, Manufacturers maximum
- 2.6 Clutch / Transmission / Drive Train
 - 2.6.1 Clutch: Manufacturers maximum. Hand control - low effort
 - 2.6.2 Transmission: Manual shift, minimum of five (5) forward speeds
 - 2.6.3 Final Drive: Belt driven
- 2.7 Brakes
 - 2.7.1 Disc Brakes: Manufacturers maximum, front and rear
 - 2.7.2 Master Cylinder: Equipped with sight glass or equivalent
 - 2.7.3 Factory Anti-lock brake system shall be included
- 2.8 Suspension
 - 2.8.1 Handling Capability: Shall be designed to provide maximum handling characteristics necessary for law enforcement work
 - 2.8.2 Shocks: Manufacturers maximum
 - 2.8.3 Front Forks: Manufacturers maximum
 - 2.8.4 Swing Arm: Heavy duty, designed with sealed bearing pivot points
- 2.9 Tires / Wheels
 - 2.9.1 Wheels: Aluminum or magnesium alloy safety design
 - 2.9.2 Tires: Tubeless, non-skid highway tread, full four-ply fabric reinforcement, designed to remain on the wheel during sudden loss of air pressure. Tires shall be balanced for high speed operation.
- 2.10 Electrical System
 - 2.10.1 System: 12-volt
 - 2.10.2 Battery: Manufacturers maximum, maintenance free type with the capability to crank the engine sufficient for starting with the ambient temperature at zero degrees Fahrenheit.
 - 2.10.3 Charging System: Manufacturers maximum
 - 2.10.4 Connectors: All connectors shall be industrial grade, sealed, water proof, and corrosion resistant design. All electrical connectors necessary shall be provided, including those connections required for attaching emergency lighting and warning system (siren).

- 2.10.5 Switches / Controls: All switches and controls shall be heavy duty, water resistant design.
- 2.10.6 Horn: Shall meet Nebraska State regulation
- 2.10.7 Lighting:
 - 2.10.7.1 Quartz Halogen Headlight
 - 2.10.7.2 Light: Manufacturers standard
 - 2.10.7.3 Turn Signals: Self Canceling
 - 2.10.7.4 Flashers: Four-way, integrated into turn signal switches
 - 2.10.7.5 Tail light
 - 2.10.7.6 Pursuit lamps, front mounted, one blue, one red PAR-36
- 2.11 Instruments / Gauges (As specified or pre-approved equal.)
 - 2.11.1 Speedometer
 - 2.11.2 Odometer
 - 2.11.3 Tachometer
 - 2.11.4 Fuel Level Indicator
 - 2.11.5 Pursuit Lamp Indicator
 - 2.11.6 Low Engine Oil Pressure Indicator
- 2.12 Feature Requirements
 - 2.12.1 Seat: Solo police saddle design with back support and covered with a heavy duty, breathable material.
 - 2.12.2 Side Stand: Kickstand, rubber bumper design
 - 2.12.3 Foot Board: provided with non-skid rubber pads on upper surfaces.
 - 2.12.4 Guards: Front engine guard and rear saddlebag guard.
 - 2.12.5 Saddlebags: Fiberglass construction, factory installed, water resistant design, speed latches, with locks.
 - 2.12.6 Rear Trunk / Radio / Light Box: Factory mounted, lockable, with enough room to mount emergency lighting and ancillary equipment.
 - 2.12.7 Fairing & Windshield: Fork mounted fairing, latest design with clear polycarbonate windshield.
 - 2.12.8 Mirrors: Left and Right non-magnifying with non-glare glass.
 - 2.12.9 Emergency Response Locates: Factory locations for the mounting of emergency response equipment (lighting & siren), as well as any necessary switches to operate same, will be provided by the manufacturer.
 - 2.12.9.1 Factory or Special after market emergency response equipment must be able to be installed in those locates.

3. WARRANTY / REQUIRED MAINTENANCE PROGRAM

- 3.1 Warranty: Factory 24 month, unlimited mileage warranty including parts and labor.
- 3.2 Warranty replacement will be done at no additional charge of any nature to the Lincoln Police Department.
- 3.3 Required Maintenance:
 - 3.3.1 As part of the lease package, per unit, per month, dealer maintenance, required service, and any required inspections shall be included in the monthly lease price.

4. EMERGENCY EQUIPMENT

- 4.1 Bid shall include any factory or after market emergency lighting and warning equipment.
- 4.2 Emergency lighting package must be LED type or Strobe Type and must include both red and blue lighting that is visible from the front, rear, and both sides of the motorcycle.
 - 4.2.1 Audible Warning System:
 - 4.2.1.1 Siren Warning System must be capable of emitting at least two separate and distinct sounds and must be a one hundred (100) watt system (minimum). Speaker for the system must be included.

5. PAINT SCHEME

- 5.1 Vivid Black tank and saddlebags, with Birch White panel inserts, including fenders, and fairing (Houston Style Paint Scheme).

6. GENERAL

- 6.1 Each unit shall have 2 keys with rings / tags, and be properly identified.
- 6.2 The keys, specific to the unit, shall fit all locks.
- 6.3 Units shall have been completely serviced, tested and ready for full operation when delivered.
- 6.4 Service Facility
 - 6.4.1 In order to assure that any ensuing contract(s) will provide the necessary maintenance support required for the equipment specified each potential contractor must have a factory authorized local service and parts facilities.
 - 6.4.2 Maintenance facility must have factory trained technicians and have a sufficient parts inventory in order to provide quality service on the equipment specified.

7. SHIPPING

- 7.1 The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed.
- 7.2 All claims for visible or concealed damage shall be filed by the Contractor.
- 7.3 The City of Lincoln will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

8. DELIVERY

- 8.1 Delivery is required F.O.B Destination, within 120 days of receipt of Purchase Order, to the City of Lincoln Police Garage facility, located at 635 "J" Street, Lincoln, Nebraska.
- 8.2 It shall be the Contractor's responsibility to meet the City's delivery requirements.
 - 8.2.1 The City of Lincoln reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

9. ACCEPTANCE

- 9.1 Once the Material has been delivered, the Police Garage shall have a reasonable opportunity to inspect them.
- 9.2 The Police Garage shall have SEVEN (7) days to perform its acceptance testing and inspection of the Units after which time the units shall be deemed accepted unless the Police Garage rejects the units.

10. MODEL YEAR EQUIPMENT

- 10.1 The City of Lincoln will only accept bids offering current model year equipment / product.
- 10.2 Order Cutoff Information:
 - 10.2.1 Contractors submitting proposals (bids) shall advise the City of Lincoln of all known order cutoff dates for equipment / product specified in the Bids at the time of submission.
 - 10.2.2 Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor.
 - 10.2.3 The Contractor shall advise the City of subsequent cutoff dates by notifying the Police Garage in writing, of this new information.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bids, formal and informal, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received in the Office of the Purchasing Agent, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln/Lancaster County the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for that purpose in submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.7.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bond/check should then be sent or delivered to the Purchasing Office, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Office as stated above, vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted bid and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by electronic signature and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner than written form, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the bidder is proposing an alternate product, the bidder shall supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on the bid the date upon which they can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose bid will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable Local, State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

19. LIVING WAGE

- 19.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

- 20.1 All bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

- 21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the supplier's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the supplier's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
 - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

22. TAXES AND TAX EXEMPTION CERTIFICATE

- 22.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.



Nebraska Resale or Exempt Sale Certificate

FORM

13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Frontier Harley-Davidson, Inc		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 205 NW 40th Street		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68528
Check Type of Certificate <input type="checkbox"/> Single Purchase <input checked="" type="checkbox"/> Blanket If blanket is checked, this certificate is valid until revoked in writing by purchaser.					

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of _____
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of _____
Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number _____ State _____

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05 -

If exemption category 5 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases of Contractor Labor for Resale:

☐ As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales
tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01-

3. Purchases Made Under Purchasing Agent Appointment:

☐ Pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, fixtures, and/or contractor labor are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in
the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the
Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the
tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase
made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my
knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

11/21/08
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

NOTE: This form cannot be used to purchase materials used for water services.

Materials used for water services are taxable per Reg 066.14A.

6-134-1970 Rev. 3-2005
Supersedes 6-134-1970 Rev. 2-2004

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an **attached** purchasing agent appointment. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. The Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes.

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement as to whether the certificate is for a single purchase or is a blanket certificate, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 5 is the basis for exemption, you must complete the information requested in Section B.

CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district, the irrigation division of any public power and irrigation district; the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.

Purchases that are NOT exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.
2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.